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**IN THE UNITED STATES DISTRICT COURT**

**FOR THE DISTRICT OF ALASKA, AT ANCHORAGE**

L&M EQUIPMENT, INC.,

Plaintiff,

v.

SOUTHWEST ALASKA CONTRACTORS, LLC.,  
and BERKLEY INSURANCE COMPANY and its  
Payment Bond 0182829,

Defendant.

Case No. 3:15-cv-00207-SLG

**STIPULATION TO DISMISS WITHOUT PREJUDICE**

COMES NOW Defendants, Berkley Insurance Company ("Berkley") and Southwest Alaska Contractors, LLC ("SAC"), and Plaintiff, L & M Equipment, Inc., ("LMI"), (collectively "The Parties") and agree as follows:

**RECITALS**

WHEREAS, LMI sued SAC and Berkley for SAC's alleged failure to pay LMI for equipment rentals or other services provided by LMI to SAC on the Levelock Main Street Rehabilitation Project ("Levelock"), and 2014 RAC, King Salmon Airport Project ("Paug-Vik").

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WHEREAS, three lawsuits were filed by LMI against SAC and Berkley relating specifically to the Levelock and Paug-Vik projects as follows;

1. In the US District Court for the District of Alaska, an action titled "L&M Equipment, Inc., vs. Southwest Alaska Contractors, LLC and Berkley Insurance Company and its Payment Bond No., 0182828," at case number 3:15-cv-206SLG; ("the Federal Levelock Suit") AND

2. In the US District Court for the District of Alaska, an action titled "L&M Equipment, Inc., vs. Southwest Alaska Contractors, LLC and Berkley Insurance Company and its Payment Bond No. 0182829," at case number 3:15-cv-207SLG; ("the Federal Paug-Vik suit") AND

3. In the Superior for the State of Alaska, Third Judicial District at Anchorage, an action titled "L&M Equipment, Inc., vs. Southwest Alaska Contractors, LLC and Berkley Insurance Company and its Payment Bond No. 0182828," case number 3AN-15-10153CI ("the State Levelock Suit").

WHEREAS, the Parties agree that the aforementioned lawsuits should be consolidated into one cause of action in the State Levelock Suit;

THEREFORE, in consideration of the mutual promises set forth herein, LMI, SAC, and Berkley do hereby covenant and agree as follows:

1. This lawsuit shall be dismissed, without prejudice, with no award of costs or attorneys' fees.
2. The Orders at Docket Numbers 8 and 9 are moot.

Dated: February 12, 2016

LAW OFFICES OF CHARLES G. EVANS  
Attorneys for Berkley Insurance Company

By: s/ Charles G. Evans  
Charles G. Evans, ABA No. 7705019  
By: s/ Corey G. Stewart  
Corey G. Stewart, ABA No. 1202003

Dated: February 12, 2016

HOLMES, WEDDLE & BARCOTT, P.C.  
Attorneys for L & M Equipment, Inc.

By: s/ Stacey C. Stone  
Stacey C. Stone, ABA No 1005030

Dated: February 12, 2016

BERNARD M. BROWN  
President of Southwest Alaska Contractors,  
LLC

By: s/ Bernard M. Brown  
Bernard M. Brown, President of SAC

Certificate of Service

I hereby certify that on February 12, 2016, I electronically filed the foregoing with the Clerk of Court for the United States Court for the District of Alaska by using the CM/ECF system.

I certify that that the foregoing document was served via CM/ECF electronic mail on all registered users.

s/ Corey Stewart

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